

**CALHOUN COUNTY
REQUEST FOR BID
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *THURSDAY, APRIL 25, 2013*

DUE DATE: *THURSDAY, MAY 9, 2013*

PROJECT: *DUST CONTROL (BRINING OF GRAVEL ROADS); RFB#108-13*

This Request for Bid with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 BID SUBMISSION:

Bids must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

***CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068**

All bids received shall be noted as such on the outside of the envelope:

BID: *DUST CONTROL (BRINING OF GRAVEL ROADS) - RFB#108-13*

DUE DATE: *THURSDAY, MAY 9, 2013 @ 3:00p.m. (Local time)*

****BIDDERS ARE CAUTIONED THAT BIDS SUBMITTED TO AN ADDRESS OTHER THAN THAT NOTED IN SEC. 1.1 MAY NOT BE CONSIDERED.***

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____ REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 300,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 300,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds:*** Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. Additional

insureds shall also include the State of Michigan, the State Transportation Commission, and the Michigan Department of Transportation, and their agents and employees, pursuant to Sec. 1.8.7.

1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have Calhoun County, State of Michigan, and the State Transportation Commission added as an additional insured to their insurance policy, pursuant to Sec. 1.8.7.

1.9 TAXES

Except as may be otherwise provided in the RFB, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid, the prospective contractor certifies that in connection with the bid:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

- 1.11.2 The service cost quoted in the bid has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid.
- 1.11.4 Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

- 1.12.1 All information in bids received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
- 1.12.2 If a person believes that any portion of a bid, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, the County may require that the offeror submit a cost bid in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose bid is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Bid issued by the County and the offer submitted by the Contractor in response to the Request for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating

to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFB), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible bidder whose bid conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid.

1.15.3 The County reserves the right to postpone the bid opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for bid.

1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee

or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed bid/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFB shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The term of the contract shall be for a ***three (3) year period, with a one-year extension possible, upon mutual agreement of both parties.*** The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF BIDS

- 2.1.1 One original and **Three (3)** copies of each bid should be submitted on the forms and in the format specified in the RFB. The original copy of the bid should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of bid copies, as well as additions to the bid such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFB. The County will not provide any reimbursement for the cost of developing or presenting bids in response to this RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s bid. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFB. No other distribution of RFB is to be made by this bidder. The bid must be signed in ink by an official authorized to bind the contractor to its provisions. Bids must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF BIDS

- 2.2.1 The bid shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The bid shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's bid will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Bid (RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid. Any information given to a prospective bidder concerning the RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFB if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFB must be submitted in writing to the issuing office via e-mail by ***Wednesday, May 1, 2013***. All questions and answers will be posted to the County's website so as to be available to all potential bidders by ***Friday, May 3, 2013***, and registered vendors will be notified via email to view this information on the website. Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number. Questions must be addressed to:

Attention: Leslie R. Obrig, Purchasing Coordinator
315 West Green Street
Marshall, Michigan 49068
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE BID

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid. **Bids shall remain vital for ninety (90) days from opening.**

2.6 LATE BIDS

Any bid received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov

2.7 ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of the County, result in the rejection of the bid. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF BID

Bids may be withdrawn prior to the exact time set for receipt of bids in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK:

Calhoun County is seeking bids for provision and application of mineral well or natural brining solution to gravel roads located within the County for dust control purposes. Application of brining by the awarded contractor will take place at the direction of the Road Department. For purposes of estimating the intended volume of dust control materials and services during the term of this bid, the 2012 expense for dust control was approximately \$65,000. The term of this contract will be for three (3) years, with the option to extend this agreement for one (1) additional year, upon mutual agreement by both parties. The most responsive bid shall include the following specifications and requirements:

3.2 SCOPE OF WORK & SPECIFICATIONS:

_____The awarded bidder must be able to provide the following material & services:

- 3.2.1 The awarded bidder shall provide, deliver, and apply brining solution to gravel road surfaces located within Calhoun County during the term of this agreement, at the direction of the Road Department.
- 3.2.2 Application of brine may also be requested in gravel pits, as needed by measurement.
- 3.2.3 The Calhoun County Road Department will advise Contractor when brine applications are indicated and will provide further detail of application site.

3.3 BRINE SOLUTION SPECIFICATIONS:

3.3.1 Calhoun County requires brining solution from either mineral well or naturally occurring sources.

3.3.2 The brine solution will be no less than:

Calcium Chloride	15.6% by weight
Magnesium Chloride	3.0% by weight
Potassium Chloride	0.8% by weight
Sodium Chloride	5.5% by weight

3.3.3 Contractor shall provide to the County an up-to-date analysis sheet for each well used.

3.3.4 The County reserves the right to inspect and test any material and equipment to be

used during the term of this agreement. Materials and equipment must meet current Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

3.3.5 Material Safety Data Sheets are required to be submitted with the bid submission for any material to be supplied to the County under this agreement

3.3.6 The County does not guarantee a specific quantity of brining solution to be purchased.

3.4 WORK METHODS, PERFORMANCE, AND REQUIREMENTS:

3.4.1 The awarded Contractor shall begin application of brine in approximately mid-to-late-July, weather permitting. Application dates for each successive year of this agreement to be determined. The Contractor will be given a two-week notification for scheduling the brine application work, when possible, and will commence work no later than 14 days from notification. The Contractor will not commence work until notified by the County Road Department.

3.4.2 Upon award of this agreement, the Contractor shall perform the work according to the dates and project as assigned by the Road Department, and with sufficient work force and equipment to adequately complete the assigned project in the required time.

3.4.3 Brining solution shall be delivered and applied with trucks equipped with approved metering devices to guarantee the specified uniform rate of application.

3.4.4 Application rate will be 3,500 - 4,000 gallons per mile and the solution shall be spread 20 feet wide.

3.4.5 Brining solution shall be delivered and applied F.O.B. any location within Calhoun County.

3.4.6 Upon award of this agreement, the awardee(s) shall furnish the County with proof of insurance.

3.4.7 Prior to the commencement of each project, a pre-maintenance meeting may be held at the direction of the Road Department. The meetings will be held for the purpose of discussion of the project scope, equipment to be used, and the hours estimated to complete the project.

3.4.8 The County does not guarantee a specific number of projects to be assigned to the Contractor.

- 3.4.9 The County reserves the right to inspect and test any material and equipment to be used in during the term of this agreement.
- 3.4.10 Materials, equipment, components, or completed work not complying with the Michigan Department of Transportation (MDOT) Standard Specifications for Construction in effect as of the date of this bid submission may be rejected by the County and shall be replaced by the Contractor at no cost to the County.
- 3.4.11 The County has the right to make all final determinations as to whether the work has been satisfactorily completed. Upon inspection, should the Road Department find the work unacceptable, the County reserves the right to cancel the directive for the second application.
- 3.4.12 Contractor must obtain Road Department approval for weekend application (Saturday and Sunday). No holiday work is permitted.
- 3.4.13 Bidders will provide a full listing of equipment to be utilized on County dust control projects. Equipment must be capable of required application rates and amounts.
- 3.4.14 All vehicles used on projects will have warning lights in accordance with the Michigan Vehicle Code.

3.5 DAMAGES:

- 3.5.1 The Contractor shall, at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.
- 3.5.2 The Contractor shall immediately repair all damages to signs, mailboxes, light fixtures and delineators to the satisfaction of the County or designated representative. Damage to traffic control devices (signs) shall be reported to the County or designated representative immediately. Damage to turf areas, desirable natural growth areas, shrubs and trees et. al.; ruts, deep wheel depressions, and wheel slippage damage caused the Contractor through negligence shall be repaired to the satisfaction of the County or designated representative.
- 3.5.3 Payment for work performed under this agreement may be withheld until satisfactory repairs are made. If repairs to Contractor damages are made by the Road Department, the actual replacement costs including labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

3.6 MODIFICATION TO WORK:

- 3.6.1 Calhoun County or its designated representative reserves the right to modify this service during the course of this agreement. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of day's service to be performed, addition or deletion of tasks to be performed, and/or any other modifications deemed necessary by the County. Changes to proposed pricing by the Contractor resulting from the proposed changes are subject to acceptance by the County. Modifications to work assignment may be to increase or decrease projects.
- 3.6.2 Should townships located within Calhoun County decline to participate in the dust control program, property owners may elect to participate individually, which may influence some location(s) and size of areas to be sporadic in nature. The Contractor will not coordinate directly with the property owner under those circumstances. Participation in the dust control program will be at the sole discretion of the County.

3.7 WORK PROGRESS AND PAYMENT:

- 3.7.1 The Contractor shall contact the Road Department on a daily basis to discuss the progress of projects or obtain new assignments.
- 3.7.2 The Contractor shall furnish an invoice in duplicate to the Calhoun County Road Department for services rendered. Payment in advance of a project will not be issued by the County.
- 3.7.3 Payment for work performed under this agreement may be withheld until satisfactory repairs are made to Contractor-incurred damages.

3.8 PRICE:

- 3.8.1 Pricing as submitted by bidders on Attachment C shall be firm-fixed pricing for the duration of the first year of this agreement.
- 3.8.2 Should the County exercise an additional one year extension of this agreement, a price review will be allowed at the beginning of the second year of the contract. Price adjustments for the firm-fixed pricing of supplies indicated on Attachment C may be allowed for individual items, provided the supplier is able to document price increases. Increases resulting from the annual adjustment shall be limited by the percentage increase of the Consumers Price Index, with the maximum increase not to exceed 5%.

- 3.8.3 During the term of this agreement, the awarded supplier who experiences County prices which are below the supplier's cost for an individual item, as outlined in Attachment C, may petition the Purchasing Department for relief with the proper supporting documentation.

3.9 REFERENCES:

Provide at least three (3) references for companies or relatively local road departments for which you have provided dust control product and application similar in scope to that requested in this RFB. Include a description of the work performed, as well as a contact name and corresponding phone number or email address.

3.10 BID EVALUATION CRITERIA:

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Calhoun County, based on the following criteria:

- 3.10.1 Pricing
- 3.10.2 Adherence to Technical Specifications
- 3.10.3 Experience
- 3.10.4 References

3.11 AWARD AND REJECTION OF BIDS:

- 3.11.1 This bid will be awarded to one contractor.
- 3.11.2 The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid.
- 3.11.3 Bidders who do not demonstrate their ability to perform the work according to these specifications will be rejected.
- 3.11.4 Bidders who do not have acceptable and/or sufficient equipment and personnel to complete the intended work and within the time limits required will be rejected.

3.12 CONTENTS OF BID:

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be

submitted in the same order as presented in this Request for Bid. Vendor bids should include the following:

- 3.12.1 Complete Legal Status of Bidder; *page 2, Sec. 1.3.*
- 3.12.2 Up-to-date well analysis sheets; *page 14, Sec. 3.3.3.*
- 3.12.3 MSDS sheets for proposed material; *page 15, Sec. 3.3.5.*
- 3.12.4 Complete list equipment to be used; *page 16, Sec. 3.4.13.*
- 3.12.5 Attachment A (*Non-Collusion Affidavit*)
- 3.12.6 Attachment B (*Certificate of Authorization for Contract Execution*)
- 3.12.7 Attachments C-1, C-2, and C-3 (*pricing sheets, fully completed & signed*)

3.13 RESPONSE TO RFB:

Bidder's bid packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Purchasing Division of their bids notwithstanding delays resulting from postal handling or any other reasons.

LATE BID PACKETS WILL NOT BE CONSIDERED

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who signed the
foregoing bid on behalf of said corporation was then _____ of said
corporation; that said bid was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ATTACHMENT C-1
PRICE SHEET**

DUST CONTROL (BRINING OF GRAVEL ROADS)

2013

Price per gallon, applied: \$ _____ **Per gallon**
(see Sec. 3.2 "Scope of Work & Specifications")

Gravel roads (172.3 miles): \$ _____ **Total**

Brine product proposed: _____

_____ Chemical composition:	Calcium Chloride	_____ %
	Magnesium Chloride	_____ %
	Potassium Chloride	_____ %
	Sodium Chloride	_____ %
	Other	_____ %

EXCEPTIONS/NOTES: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME/TITLE: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

**ATTACHMENT C-2
PRICE SHEET**

DUST CONTROL (BRINING OF GRAVEL ROADS)

2014

Price per gallon, applied: \$ _____ **Per gallon**
(see Sec. 3.2 "Scope of Work & Specifications")

Gravel roads (172.3 miles): \$ _____ **Total**

Brine product proposed: _____

_____ Chemical composition:	Calcium Chloride	_____ %
	Magnesium Chloride	_____ %
	Potassium Chloride	_____ %
	Sodium Chloride	_____ %
	Other	_____ %

EXCEPTIONS/NOTES: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME/TITLE: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

**ATTACHMENT C-3
PRICE SHEET**

DUST CONTROL (BRINING OF GRAVEL ROADS)

2015

Price per gallon, applied: \$ _____ **Per gallon**
(see Sec. 3.2 "Scope of Work & Specifications")

Gravel roads (172.3 miles): \$ _____ **Total**

Brine product proposed: _____

_____ Chemical composition:	Calcium Chloride	_____ %
	Magnesium Chloride	_____ %
	Potassium Chloride	_____ %
	Sodium Chloride	_____ %
	Other	_____ %

EXCEPTIONS/NOTES: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME/TITLE: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

(Extra sheet for bidder's use)